



Service Agreement - Voice

This Agreement is made as of the 2 day of April, 2003, between NextiraOne, LLC, a Delaware limited liability company, 2800 Post Oak Boulevard, Suite 200, Houston, Texas 77056 ("NextiraOne") and MTST - Probation & Parole, a (indicate whether a corporation/limited liability company/partnership/sole proprietorship/etc.) organized under the laws of with its principal place of business located at 2415 Mullan Rd. Missoula, MT 59807 ("Customer"):

1) SERVICE PLAN: Customer owns or leases a Norstar telecommunications system (the "System"). Customer orders from NextiraOne maintenance for the System (hereinafter "Maintenance") pursuant to the Service Plan described in this Agreement and the Service Plan Attachment (NorstarPlus). NextiraOne agrees to furnish such requested service for the System. The System's location (the "Premises") is described below. Customer warrants that it is the owner of the System or that it has the authorization of the System's owner to enter into this Agreement.

Premises Address

2415 Mullan Rd.

Missoula MT 59807

Contact: Sam Lemaich Phone: (406) 549-0022

Billing address (if different)

P.O. Box 201301

Helena MT 59620

Contact: Phone:

2) TERM. The term of this Agreement (the "Initial Term") shall be for a period of 1 year(s) commencing on 5/25, 2003 (the "Commencement Date"). At the end of the Initial Term, this Agreement shall be automatically renewed in successive annual renewal periods at NextiraOne's then current charge for Maintenance, unless either Customer or NextiraOne notifies the other party in writing at least forty-five (45) days before the end of the renewal term that it declines such renewal for the following year. Any such notification by Customer shall be in writing and sent to: NextiraOne, LLC, Manager - Maintenance Contracting Department, 2800 Post Oak Blvd., Suite 200, MS 26-9, Houston, TX 77056. The annual charge for Maintenance, plus applicable taxes, shall be paid in accordance with the terms of this Agreement.

3) SERVICE FEE. Customer agrees to pay an annual plan service fee of \$2,475.60 to be paid in advance for maintenance of the System (the "Service Fee") plus all applicable taxes when due. CUSTOMER WILL PROVIDE EVIDENCE OF ITS TAX EXEMPT STATUS IF IT CLAIMS SUCH STATUS. Service Fees received more than thirty (30) days after billing are subject to a late payment charge of one and one half percent (1 1/2%) for each thirty (30) day period that they remain unpaid.

4) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) IN NO EVENT SHALL NEXTIRAONE AND ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR: (I) ANY SPECIAL,

INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (II) COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFITS); OR (III) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER NEXTIRAONE OR ITS SUPPLIERS OR ITS SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

(b) NextiraOne shall be liable for any physical damage it causes to the System. This liability is limited to repair of the System or component thereof, or if the System or component cannot be repaired, replacement with a comparable System or component, and is otherwise limited as set forth in the preceding section.

(c) THIS AGREEMENT EXCLUDES ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEXTIRAONE DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

(d) Each party shall indemnify the other only with respect to any third party claim alleging bodily injury, including death, or damage to tangible property to the extent such injury or damage is caused by the negligence of the indemnifying party, provided that such claim is reported promptly in writing to the indemnifying party.

5) SERVICE OBLIGATIONS.

(a) NextiraOne shall respond to System failures, either on-site or remotely, as necessary, during the hours specified under the Service Plan chosen by the Customer and described more fully on the Service Plan Attachment.

(b) Maintenance for hardware shall consist of furnishing all parts and labor necessary to maintain the System in good operating condition as a result of Customer's normal use. Repair and replacement parts may be new or reconditioned to be the functional equivalent of new. Maintenance for software shall consist of all maintenance releases and patches that are issued at no cost by the manufacturer to correct problems that Customer has encountered in the performance of the software.

(c) For the purpose of this Agreement, an "emergency outage" is defined as a System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks or the failure of the attendant console. All other outages are classified as non-emergency.

6) SERVICE FEE ADJUSTMENTS. Moves, additions, or changes that adjust the station or port count as well as upgrades and new peripheral devices ("Modifications") will modify the Service Fee. After any applicable warranty expires for such Modifications, Customer may include such Modifications under the Service Plan for an additional charge at NextiraOne's then current charges, except that NextiraOne will include Modifications performed by a party other than NextiraOne only if Customer's modified System is certified at Customer's expense to be in accordance with manufacturer's standards for service and maintenance. Customer hereby acknowledges that Modifications, including software upgrades, performed or supplied by unauthorized distributors may result in a denial of software support services from the manufacturer of the System. Any Modifications performed by NextiraOne require a separate agreement such as the NextiraOne Customer Service Order ("CSO").

7) ACCESS.

(a) Customer agrees to permit and arrange full access to the Premises necessary for NextiraOne's employees to perform the services set forth in this Agreement and will make available a reasonable amount of secure space for storage by NextiraOne of repair parts as necessary.

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(b) Customer represents and warrants that the Premises and conditions to be encountered by NextiraOne at the Premises and in areas where work is to be performed shall: (i) be in compliance with all applicable federal, state and local laws, rules and regulations, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose NextiraOne representatives to hazardous materials or hazardous substances. In the event of breach of the foregoing, in addition to all other remedies, NextiraOne may immediately suspend work until Customer has promptly corrected such condition(s) at Customer's expense. In the event Customer cannot or does not correct such condition(s), it will be at NextiraOne's option as to whether to recommence performance or terminate this Agreement. Any termination by NextiraOne because of its opinion that an unsafe environmental condition exists will not be deemed a breach of this Agreement or a default under it and no liability for such decision will attach.

8) EXCLUSIONS. (a) Maintenance provided under this Agreement excludes repairs or replacements necessitated by: (i) damage to the System due to fire, explosion, power irregularities, power surges, acts of God (including, without limitation, earthquakes, rains, floods or lightning), or any other cause not attributable to NextiraOne (not including a defect in the System); (ii) Customer's failure to follow applicable operation, maintenance, or environmental requirements described in any of the manufacturer's manuals or product bulletins, NextiraOne's manuals, and other materials provided to Customer; (iii) Customer's additions, alterations, modifications, enhancements or repairs to, or disassembly of, the System (itself or using a third party) without NextiraOne's written consent; (iv) mishandling, abuse, misuses or damage to the System by Customer or a third party; (v) relocation of the System without NextiraOne's written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications); or (vi) failures or changes required resulting from the local exchange company, interexchange carrier, the power company or other transmission providers. If any excluded cause occurs, NextiraOne may, at its option, (a) perform repairs at Customer's request at NextiraOne's then current charges, or (b) terminate its maintenance obligations.

(b) When NextiraOne determines that a System component, operating system software or application software can no longer be effectively maintained for any reason, including but not limited to, usage, environmental conditions, or lack of readily available parts or software, NextiraOne shall inform Customer that the component must be refurbished, upgraded or replaced. These actions, when required, shall be performed at the option of NextiraOne with the Customer's signed approval, at NextiraOne's then current service rates and costs of parts or upgrade. Should the Customer elect not to have such work performed when required, NextiraOne shall immediately cancel Maintenance coverage under this Agreement for that specific piece of equipment and/or software and refund to Customer any applicable unearned portion of the Service Fee. Maintenance after such cancellation shall be provided only on a time and material basis at NextiraOne's then current charges.

9) DEFAULT. If any material breach of this Agreement, or any other agreement between the parties, continues uncorrected for more than twenty (20) days after written notice from the aggrieved party describing the breach, the aggrieved party shall be entitled to declare a default under this Agreement and pursue any and all remedies available at law or equity except as specifically limited elsewhere in this Agreement. In addition, if Customer is the aggrieved party, Customer may suspend its payment obligation relating to the breach until Nextira's breach is corrected, and if Nextira is the aggrieved party, Nextira may suspend performance of its obligations until Customer's breach is corrected.

10) FORCE MAJEURE. Nextira's performance shall be adjusted or suspended by Nextira to the extent performance is beyond Nextira's reasonable control for reasons including, without limitation, the following: strikes, work stoppages, fire, water, governmental action, acts of God (including, without limitation, earthquakes, rains, floods or lightning); acts of civil or military authorities or public enemy; delays of suppliers, subcontractors, power company, local exchange company, or other carrier.

11) MISCELLANEOUS. (a) **Customer Purchase Order.** If Customer issues a purchase order for its own internal purposes, Customer agrees that only the terms and conditions of this Agreement apply. (b) **Subcontractors.** NextiraOne may subcontract services under this Agreement. (c) **Assignment.** Customer shall not assign this Agreement, without NextiraOne's prior written consent. Any assignment of any rights, duties or obligations under this Agreement without NextiraOne's consent will be deemed void. (d) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (e) **Waiver.** Waiver by either party of any default will not operate as a waiver of any subsequent default. (f) **Enforcement.** The non-prevailing party in any dispute will be liable for the prevailing party's costs or expenses of enforcing this Agreement, including reasonable attorneys and collection fees. (g) **Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of this Agreement shall continue in full force and effect. (h) **Credit Report.** NextiraOne's obligations under this Agreement are contingent upon a credit report satisfactory to NextiraOne. (i) **Merger and Modification.** This document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by the parties. No usage of trade or course of dealing by or between the parties shall be deemed to constitute any modification or amendment of the terms of this Agreement. (j) **Statute of Limitations.** Neither party may bring a cause of action arising from this Agreement more than two (2) years after the cause of action has accrued. (k) **Governing Law.** The laws of the State of Texas shall govern this Agreement, except for that state's rules regarding the conflict of laws. (l) **Statute of Frauds.** The parties may rely on a facsimile transmission of the other party's authorized signature to bind the other party and satisfy any applicable Statute of Frauds. (m) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. (n) **Non-Solicitation.** Neither Customer nor any of its affiliates shall solicit any of NextiraOne's employees with an offer of employment during the term of this Agreement and for one (1) year after termination of this Agreement. (o) **Independent Contractor.** NextiraOne and Customer are independent contractors with respect to all rights and obligations under this Agreement. (p) **Merger and Document Precedence.** This Agreement supersedes and replaces in its entirety any document executed previously or contemporaneously to this Agreement, all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between NextiraOne and Customer with respect to the subject matter herein. If, at Customer's request, NextiraOne delivers additional Equipment, software, or Maintenance, or provides time and materials maintenance or other incidental services relating to the System, the terms of this Agreement will govern. Any representations, warranties or statements made by any employee, salesperson or agent of NextiraOne and not expressed in this Agreement are expressly not a part of this Agreement and shall not bind NextiraOne.

NextiraOne, LLC	Customer: MTST - Probation & Parole
By:	By: <i>Sam Lemaich</i>
Name:	Name: Sam Lemaich
Title:	Title: Regional Administrator
Date:	Date: 4-8-03



Service Plan Attachment

Service Option: Telecom Series 2000 Plans

NextiraOne, LLC ("NextiraOne")
 MTST - Probation & Parole ("Customer")
 Customer #: 10482956

Service Plan Attachment to ☒ Service Agreement or ☐ Order Form (mark one) dated

I. TELECOM SERIES 2000 PLANS (Check the appropriate Telecom Series 2000 Plan).

See below for explanations of Alarm Monitoring with Remote Diagnostics, Advanced Reporting, Traffic Study, SourceBook.

☐ Telecom 2000 Premium Plan

- Emergency outage calls - 2-hour response time, 24 x 7, including NextiraOne's holidays.
- Routine service calls - 24-hour response time, Monday - Friday, 8:00 a.m. - 5:00 p.m., site local time, excluding NextiraOne's holidays.
- On-site hardware and software replacement
- Parts and labor
- Alarm Monitoring with Remote Diagnostics (24-hour coverage)
- Advanced Reporting
- Traffic Study (5 days, 12 hours study) - annually
- SourceBook
- Escalation management until problem resolution

☐ Telecom 2000 Plus Plan

- Emergency outage calls - 2-hour response time, 24 x 7, including NextiraOne's holidays.
- Routine service calls - 24-hour response time, Monday - Friday, 8:00 a.m. - 5:00 p.m., site local time, excluding NextiraOne's holidays.
- On-site hardware and software replacement
- Parts and labor
- Alarm Monitoring with Remote Diagnostics (24-hour coverage)
- Escalation management until problem resolution

☐ Telecom 2000 Pro Plan

- Emergency outage calls - 2-hour response time, Monday - Friday, 8:00 a.m. - 5:00 p.m., site local time, excluding NextiraOne's holidays.

- Routine service calls - 24-hour response time, Monday - Friday, 8:00 a.m. - 5:00 p.m., site local time, excluding NextiraOne's holidays.
- On-site hardware and software replacement
- Parts and labor
- Escalation management until problem resolution

☐ Norstar 2000 Pro Plan

- Emergency outage calls - 2-hour response time, Monday - Friday, 8:00 a.m. - 5:00 p.m., site local time, excluding NextiraOne's holidays.
- Routine service calls - 24-hour response time, Monday - Friday, 8:00 a.m. - 5:00 p.m., site local time, excluding NextiraOne's holidays.
- On-site hardware and software replacement
- Parts and labor
- Escalation management until problem resolution

☒ Norstar 2000 Plus Plan

- Emergency outage calls - 2-hour response time, 24 x 7, including NextiraOne's holidays.
- Routine service calls - 24-hour response time, Monday - Friday, 8:00 a.m. - 5:00 p.m., site local time, excluding NextiraOne's holidays.
- On-site hardware and software replacement
- Parts and labor
- Escalation management until problem resolution

Alarm Monitoring with Remote Diagnostics (where applicable) - will provide twenty-four (24) hour Alarm Monitoring with Remote Diagnostics performed on voice alarms. This service will include detecting faults via an alarm receipt and remote diagnosis and repair when possible.

Advanced Reporting (where applicable) will provide Customer real time capability to view its detailed alarm event data, including journal notes, via the World Wide Web using standard browser interfaces. Journal entries are the notes input by NextiraOne's alarm engineers that typically include diagnostic results and ticket information. This data is filtered and arranged for the Customer to convey the precise information on the availability of Customer's network services. The journal notes show critical alarm history. NextiraOne will monitor all Customer's sites as identified in this Agreement. The alarm event data includes:

- Number of alarms currently in alarm system object server.
- Severity level by site with node number.
- The date and time the alarm was first received.
- Alarm code summary, etc.

Additional Alarm Reports: Modem No-Check-Report, Excessive Alarm Report, and Detailed and Summary Reports.

Traffic Study (where applicable) - remotely polls the System every hour to obtain the most recent traffic information. It provides Customer consultative report that analyzes System performance, trunking adequacy, and console performance for the System. Customer receives peak traffic times, busy attempts, speed of response, and answers. This service provides an overview of the traffic data stored in the holding registers. It determines if the System is configured correctly such as internal network traffic, trunks, services, attendant consoles, etc. It identifies potential congestion problems and offers solutions for future growth. Customer is also provided with industry standard recommendations on the grade of service necessary according to the traffic processed by the System.

SourceBook (where applicable) - NextiraOne's SourceBook is a management tool that contains all the information necessary to define and operate Customer's communications system. This service formats the system data and translates it into graphical and text reports. The general categories of the reports include groups, templates, speed dial, port/set type, routes, class of service, intercom groups, call pickup, station, system speed dial, equipment maps, directories and fraud prevention recommendations.

II. OTHER TERMS AND CONDITIONS.

1. The configuration of the System covered by this Service Agreement is described in Exhibit A, attached hereto.
2. If the attached Exhibit A is a switch-only or Norstar Key System Units ("KSU")-only then the System covered by Maintenance shall consist of those components residing in the common and peripheral equipment cabinets and associated wiring from those cabinets up to, but not including, the Main Distribution Frame. At Customer's request NextiraOne will perform repair or replacement services at NextiraOne's then current charges on other portions of the System, such as telephone instruments, wiring including distribution frames, and other telecommunications equipment located outside the common and peripheral equipment cabinets.
3. As set forth in the above marked Telecom Series 2000 Plan, routine Maintenance shall be performed by NextiraOne between 8:00 A.M. and 5:00 P.M., Monday through Friday, site local time, excluding NextiraOne's holidays. If NextiraOne is unable to remotely correct a malfunction, NextiraOne shall dispatch a technician to the Premises within twenty-four (24) hours of Customer's request for Maintenance, except when such request is made on, or the day before, a weekend day or a holiday observed by NextiraOne, in which case a technician will be dispatched by NextiraOne's next business day.
4. Under the Telecom 2000 Premium Plan, the Telecom 2000 Plus Plan, and the Norstar 2000 Plus Plan, if an Emergency outage exists and NextiraOne is unable to remotely correct the malfunction, NextiraOne shall dispatch a technician to the Premises within two (2) hours of Customer's request for Maintenance without regard to the time of day or the day of the week. Under the Telecom 2000 Pro Plan and the Norstar 2000 Pro Plan, if an Emergency outage exists and NextiraOne is unable to remotely correct the malfunction, NextiraOne shall dispatch a technician to the Premises within two (2) hours of Customer's request for Maintenance during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, site local time, excluding NextiraOne's holidays.
5. Customer, at its expense, shall provide a modem or other remote access device, as specified by NextiraOne, to allow NextiraOne to remotely correct malfunctions of the System. Provided that Customer has complied with the requirements of the preceding sentence, NextiraOne will provide twenty-four (24) hours per day, seven (7) days per week remote monitoring of the System for identification of Emergency and non-emergency malfunctions. (Remote monitoring does not apply to Norstar Key System Units.)
6. NextiraOne shall perform preventive maintenance with respect to the System in accordance with and at such times as specified in the manufacturer's specifications therefor.

NextiraOne, LLC	Customer: MTST - Probation & Parole
By:	By: <i>Sam Lemaich</i>
Name:	Name: Sam Lemaich
Title:	Title: <i>Regional Administrator</i>
Date:	Date: <i>4-8-03</i>

Exhibit A - Maintenance Pricing

NextiraOne, LLC
Quote #: 54421
Customer Name: MTST - Probation & Parole
Site Address: 2415 Mullan Rd.
City, State Zip: Missoula MT 59807
Billing Address: P.O. Box 201301
City, State Zip: Helena MT 59620
Contact Name: Sam Lemaich
Contact Phone Number: (406) 549-0022
Customer #: 10482956
Project #: 50309952
System Type: -
Contract Service Dates: 5/25/2003 - 5/24/2004
Contract Term: 1
Sales Person Name: Jerry Jessop
System: Norstar MICS (0X32), CICS, 8X24

NorstarPlus

Service Features:

Emergency - 2 hours 24 X 7
Routine - 24 hours - 8-5 M-F Software Maintenance
Hardware Maintenance

NextiraOne Services Base System Package Price \$1,287.60

	Unit	Quantity	Unit Price/Annually	Extended Annually Price
Norstar				
Norstar MICS (0X32), CICS, 8X24	Station	29	\$44.40	\$1,287.60
Digital Trk Interface PRI	Each	1	\$288.00	\$288.00
Norstar Vc Mail Mod. 2/4	Each	1	\$900.00	\$900.00

NextiraOne Services Pricing Summary

NextiraOne Services Base System Package Price \$1,287.60
Total Additional Equipment \$1,188.00
Annually Price: \$2,475.60
Total - Annually: \$2,475.60

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